

TIME BROKERAGE AGREEMENT

7, 2006, by and among MAX MEDIA OF PUERTO RICO LLC, a Virginia limited liability company ("Programmer"), CORPORATE MEDIA CONSULTANTS GROUP II LLC, a Virginia limited liability company ("Parent"), CMCG PUERTO RICO LLC, a Virginia limited liability company ("CMCG Puerto Rico"), and CMCG PUERTO RICO LICENSE LLC, a Virginia limited liability company ("Licensee").

RECITALS

A. Parent is the parent company of CMCG Puerto Rico which owns (i) television broadcast station WOST(TV), Channel 16, Mayaguez, Puerto Rico, (ii) television broadcast station WQQZ-CA, Channel 33, Ponce, Puerto Rico, (iii) television broadcast station WWKQ-LP, Channel 26, Quebradillas, Puerto Rico, and (iv) the construction permit issued by the Federal Communications Commission ("FCC") for television broadcast station WMEI(TV), Channel 60, Arecibo, Puerto Rico (each a "Station" and collectively, the "Stations"). Parent is owned and managed pursuant to the Operating Agreement, dated as of May 5, 2006 (the "Operating Agreement"), by and between Power Television International LLC, an Ohio limited liability company, and Max Media IV LLC, a Virginia limited liability company and an affiliate of Programmer.

B. Licensee is a wholly owned subsidiary of CMCG Puerto Rico and holds the licenses, permits and authorizations issued by the FCC to operate the Stations.

C. Programmer has available and is in the business of producing television programming.

D. Programmer desires to provide programming to be transmitted on the Stations.

E. The parties intend that this Agreement, and the parties' performance hereunder, comply in all respects with the FCC's rules, regulations and policies, as well as with all other applicable federal, state and local laws.

F. The parties intend that Cash Available for Distribution (as defined in the Operating Agreement) shall be distributed pursuant to the Operating Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties agree as follows:

ARTICLE I
PROGRAMMING AGREEMENT

1.1 Programmer's Purchase of Airtime and Provision of Programming. Programmer shall purchase from Licensee airtime on the Stations on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Stations 24 hours per day, seven days per week (the "Broadcasting Period").

1.2 Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in paragraph 1.1, subject to the provisions of Article 2. Notwithstanding anything herein to the contrary, (i) Programmer may (but shall not be obligated to) stream Programs furnished hereunder on a Station's internet website, and Programmer shall be entitled to all revenue therefrom, and (ii) Licensee shall not include any Programs furnished by Programmer hereunder in any internet streaming unless requested to do so by Programmer.

1.3 Liabilities. Except as expressly set forth herein, Programmer expressly does not assume, shall not assume or be deemed to assume any of Licensee's liabilities, obligations or commitments of any nature whatsoever.

ARTICLE 2
OPERATIONS

2.1 Operation, Ownership and Control of the Stations.

(a) **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AS LONG AS LICENSEE REMAINS THE LICENSEE OF THE FCC LICENSES FOR THE STATIONS, IT WILL HAVE FULL AUTHORITY, POWER AND CONTROL OVER THE OPERATION OF THE STATIONS AND OVER ALL PERSONS WORKING AT THE STATIONS DURING THE TERM.** Licensee will bear the responsibility for the Stations' compliance with all applicable provisions of the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (i) employ a station manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, (ii) employ an engineer for the Stations, who will report and be solely accountable to Licensee and will maintain the Stations' broadcast equipment and technical facilities, including their studio equipment, transmitter, tower, and transmission line, in good working condition, and (iii) retain control over the policies, programming and operations of the Stations, including the right to preempt any programming it deems unsuitable or contrary to the public interest.

(b) Nothing contained herein shall prevent or hinder Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting a program (or programs) which Licensee believes to be of greater local or national importance or which is (or are) designed to address the problems, needs and interests of the community of license of a Station. If in any month Licensee preempts any Program(s)

pursuant to this paragraph 2.1, Licensee shall reimburse Programmer for the Programs provided by Programmer and not broadcast by a Station in an amount equal to \$1,000.00 per hour.

(c) Licensee reserves the right to:

(1) refuse to broadcast any Program containing matter which is violative of, or which Licensee reasonably believes violates, or which a third party claims to violate, any right of any third party, or which may constitute a "personal attack" as that term has been defined by the FCC;

(2) refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC or the regulations and restrictions set forth in paragraph 2.5 or in Schedule A hereto;

(3) preempt any Program in the event of a local, state or national emergency; and

(4) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy set forth in 47 C.F.R. Sections 73.1212 and 73.4242, and as this policy may be changed from time to time by the FCC.

(d) Programmer agrees to cooperate with Licensee to ensure that Emergency Alert System transmissions are properly performed in accordance with Licensee's instructions and to immediately serve Licensee with notice and a copy of any letter of complaint it receives concerning any Program for Licensee's review and inclusion in its public inspection file.

2.2 Programmer Feed. Programmer will transmit its Programs to each Station's transmitting facilities via a mode of transmission (e.g. satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards at least equal to those of each Station's broadcasts before commencement of the Term.

2.3 Maintenance of Stations. Programmer shall use commercially reasonable efforts to assist Licensee, at all times under the supervision and ultimate control of Licensee, in the operation and maintenance of the Stations. During the Term, Licensee shall maintain the operating power of each Station at the maximum level authorized by the FCC for such Station and shall repair and maintain each Station's tower and transmitter site and equipment in good working order. Any downtime occasioned by routine maintenance shall not exceed two hours each Sunday morning between the hours of 12 Midnight and 6:00 a.m. Any routine maintenance work affecting the operation of a Station at full power shall be scheduled to the extent practicable with the approval of the Programmer on at least 48 hours' notice to the Programmer.

2.4 Music Licenses. During the Term, Licensee will obtain and maintain in full force and effect in its own name all music licenses ("Music Licenses") as are currently operative or as may be required with respect to the Stations and as will be required by the licensor of those Music Licenses.

2.5 Programs.

(a) Production of the Programs. Licensee acknowledges that it is familiar with the type of programming Programmer currently produces and has determined that the broadcast of such programming on the Stations would serve the public interest. In producing the Programs to be broadcast on the Stations, Programmer will abide by the regulations and restrictions set forth in Schedule A to this Agreement. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to all FCC rules, regulations and policies. Programmer agrees that it will consult with Licensee as is necessary in the selection of the Programs it transmits to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in each Station's community of license, as those issues are made known to Programmer by Licensee.

(b) Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge and reasonable access to political candidates and compliance with the political broadcast rules of the FCC. Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. To the extent that Licensee believes necessary, in its sole discretion, Programmer shall release advertising availabilities to Licensee during the Broadcasting Period to permit Licensee to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Communications Act of 1934, as amended; provided, however, that any revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

2.6 Call Signs. Licensee will retain any rights it has to the current call letters for the Stations and any other call letters which may be assigned by the FCC for use by a Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement in a form satisfactory to Licensee at the beginning of each hour of such Programs to identify the applicable Station by call letters used by Licensee for such Station, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use the applicable Station's call letters or other call letters used by Licensee for such Station, in its Programs and in any promotional material, in any media, used in connection with the Programs.

2.7 Transition to Digital Television ("DTV") Service.

(a) The parties agree that when each Station converts from analog to digital transmission the channel, channels or frequencies used for DTV transmission are included under the provisions of this Agreement. Should a Station be authorized to broadcast on both DTV and analog channels simultaneously, it is further agreed that any channels or frequencies assigned to Licensee are included under the provisions of this Agreement.

(b) The FCC's rules permit the Stations to broadcast in either analog or DTV mode. At some time, the FCC may require a Station to cease broadcasting in an analog mode and convert to DTV operations (each a "DTV Conversion Date"). During the term of this

Agreement, Licensee will comply with all FCC rules and deadlines, concerning the build-out of its DTV facilities. Licensee shall file any and all petitions, applications, motions or other requests with the FCC so as to be able to complete the DTV transition on or before a DTV Conversion Date.

(c) At Licensee's sole cost and expense, Licensee shall construct, in a manner consistent with good engineering practices, in compliance with all applicable DTV technical rules, the maximum allowable digital broadcast facilities for a Station. The DTV broadcast facilities shall duplicate, as closely as possible, the coverage of the existing analog broadcast facilities. On completion of the construction of the DTV facilities, Programmer shall provide programming for the DTV Station in accordance with the terms of this Agreement. At all times before and after completion of construction of the DTV facilities, the DTV facilities shall be subject to the terms of this Agreement.

2.8 Interruption of Normal Operations. If a Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee shall immediately notify Programmer and shall undertake such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities within seven days from the occurrence of any such loss or damage.

2.9 Operation of Stations; Main Studio.

(a) Subject to applicable FCC rules, regulations and policies and the approval, oversight, review, supervision and ultimate control of Licensee, Programmer shall perform or cause to be performed all tasks necessary or appropriate in connection with the ongoing operation and management, promotion and maintenance of the Stations. In performing such duties, Programmer may, among other things, do the following:

(1) Manage all development, sales, construction, governmental and community relations, legal matters, marketing, advertising, promotion and publicity relating to the Stations;

(2) Maintain, in accordance with generally accepted accounting principles consistently applied, such books and records relating to the business and operations of the Stations as Licensee may reasonably request;

(3) Negotiate on behalf of the Stations in connection with any retransmission rights relating to the carriage of the programming of the Stations by cable television operators, subject to final approval by Licensee;

(4) Negotiate any other election available to the Stations under applicable law with respect to the rebroadcast or carriage by other video distributors of the signal, in whole or in part, of the Stations, subject to final approval by Licensee;

(5) Provide such assistance to Licensee as Licensee may reasonably request in connection with the preparation of applications, requests and presentations to obtain or

maintain in effect, and manage and operate the Stations in substantial compliance with, permits, licenses, franchise, authorizations, approvals, consents and variances, whether regulatory, governmental, quasi-governmental or otherwise, as may be necessary or appropriate for the maintenance and operation of the Stations;

(6) As agent for, and in the name of, Licensee, contract for those maintenance and other services that Programmer shall deem advisable in connection with the operation of the Stations and approved by Licensee, which approval shall not be unreasonably withheld or delayed;

(7) Coordinate and manage, pursuant to this paragraph 2.9 and paragraph 2.3, all maintenance, alterations, improvements and replacements of and to the Stations, subject to the supervision of Licensee's designated chief engineer; and

(8) Subject to the provisions of this Agreement, provide all programming for the Stations in accordance with Article 1.

(b) Notwithstanding anything to the contrary contained in paragraph 2.9(a) hereof, Programmer shall not, without Licensee's prior written consent, be authorized on behalf of Licensee to:

(1) Borrow money for or on behalf of Licensee for any purpose;

(2) Sell, lease, trade, exchange or otherwise dispose of any capital assets of Licensee; or

(3) Except as provided in paragraph 2.9(a)(6) hereof, enter into any contract, agreement or commitment for or on behalf of Licensee, other than any contract or agreement for the sale of advertising during the programming broadcast on the Stations; provided, however, that any such agreement for the sale of advertising time is terminable by Licensee on the expiration or termination of this Agreement.

2.10 Sublease of Studio/Office Space and Equipment.

(a) Sublease: Term. Commencing as of the date hereof and continuing until the expiration of the Term, unless earlier terminated in accordance with the terms of this Agreement, CMCG Puerto Rico, on behalf of its wholly-owned subsidiary Licensee, shall:

(1) sublease to Programmer, or otherwise allow Programmer to occupy and utilize, space on the Tower, within the Lessor's Building and on the Antenna Site (each as defined in the Lease) located in the State Forest in Cerro Maravilla, Jayuya, Puerto Rico (the "Premises"), which Premises CMCG Puerto Rico currently occupies subject to a certain lease agreement between CMCG Puerto Rico and Univision of Puerto Rico, Inc., a Delaware corporation, dated May 23, 2006 (the "Lease"), for Programmer's use in connection with the production of programming and sale of time on the Stations; and

(2) lease to Programmer all of the studio equipment and furniture now or hereafter contained in the Premises; provided, however, that CMCG Puerto Rico and Licensee shall have continued use and possession of a portion of the Premises, studio equipment, and furniture for maintenance of [each Station's main studio] and operation of the Stations.

(b) Rent. Rent owed by Programmer to CMCG Puerto Rico for sublease of the entire Premises is included in the fees set forth in Article 3.

(c) Maintenance of Studio Equipment. During the term of the sublease or other arrangement provided for under paragraph 2.10(a), Programmer may elect to undertake directly, at its cost, repair and maintenance of the studio broadcast equipment now or hereafter contained in the Premises.

ARTICLE 3 FEES AND OTHER CONSIDERATION

3.1 Fee Rate. In consideration for Programmer's obligations hereunder, Licensee shall pay Programmer an annual fee of [Ninety-Five Thousand Dollars (\$95,000.00)] per calendar year (the "Programmer Fee") prorated for any period less than a calendar year, which fee shall be payable in equal monthly installments on the last day of every calendar month. The Programmer Fee shall be paid from the gross revenue of the Stations less all costs and expenses incurred for the operation of the Stations. To the extent the cash flow from the Stations' operation is insufficient to pay an installment of the Programmer Fee, the payment thereof shall be deferred.

3.2 Station Expenses. Licensee shall be responsible for paying all of the operating, programming and maintenance costs and expenses incurred in furtherance of the operation of the Stations, including, but not limited to: (i) rents, power and utilities at the studio, tower and transmitter site facilities of the Stations, (ii) insurance costs related to the Stations' assets and operations, (iii) telephone, delivery and postal service incurred in the operation of the Stations, (iv) maintenance costs and capital expenditures with respect to the main studio and all equipment necessary for the operation of the Stations, (v) income, gross receipts, sales, real property, personal property, excise or any other taxes of any nature whatsoever related to ownership of the assets relating to the Stations, (vi) all programming costs and license fees for music and other materials contained in all Programming, including, without limitation, all fees payable to ASCAP, BMI and SECAC, and (vii) all compensation, payroll, benefits and other costs and expenses for employees of the Stations (items (i) - (vii) being collectively, the "Station Expenses"). Programmer shall collect all gross revenue from the operation of the Stations, including, without limitation, national and local advertising, any network compensation and political revenues, and shall pay same over to Licensee, except to the extent Programmer pays a Station Expense.

3.3 Station Profits. The parties hereby agree that Cash Available for Distribution (as defined in the Operating Agreement) shall be distributed pursuant to the Operating Agreement.

3.4 Adjustments. Licensee may retain for its use, between the hours of 2:00 a.m. and 4:00 a.m., up to [five hours] per week for the broadcast of Licensee programming responsive to

issues of concern to its communities of license without any adjustment to the fee set out in paragraph 3.1.

3.5 Programmer Revenues. Revenues obtained from the sale of advertising or program time by Programmer (whether for cash or goods or services) and contained within or related to any Programs, after payment of all expenses, including, without limitation, Station Expenses, shall be paid to Licensee.

ARTICLE 4 TERM

4.1 Initial Term. Subject to the provisions for early termination contained herein, the initial term (the "Initial Term") of this Agreement shall commence on the date hereof and shall terminate [eight years] thereafter (the "First Termination Date").

4.2 Additional Renewal Terms. Beginning 12 months before the First Termination Date, Programmer and Licensee shall enter into good faith negotiations for the continuance of this Agreement for one or more additional terms and shall use their best efforts to reach an agreement to extend the term of this Agreement beyond the Initial Term for such additional term or terms as the parties may so negotiate, it being the parties intent to continue the term of the Agreement beyond the Initial Term.

4.3 Termination for Default and Non-Performance. If any party otherwise is in breach of this Agreement for the non-performance of a material obligation, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of 30 days following the receipt of written notice from the non-defaulting party, which notice shall indicate the nature of the default and the reasonable actions needed to cure such default. If any party is found to have failed to perform a material obligation under this Agreement, reasonable attorneys' fees and expenses incurred or paid by the non-defaulting party in connection with or as a result of the exercise or enforcement of its rights may be awarded. Any dispute with respect to the existence of a default, the reasonable actions needed to cure such defaults or as to damages to which a non-defaulting party may be entitled as a result of the breach of this Agreement under these provisions shall be determined in accordance with binding arbitration under the rules of the American Arbitration Association then in effect. Any arbitration undertaken in accordance with provisions of this paragraph shall be conducted in Virginia Beach, Virginia and the parties agree to submit themselves to the jurisdiction of the courts of the City of Virginia Beach, Virginia, and the appellate courts with jurisdiction therefor, or the Federal District Court for the Commonwealth of Virginia located in the City of Norfolk, Virginia, and the appellate courts with jurisdiction therefor, to enforce any award arising out of such arbitration proceedings.

4.4 Bankruptcy. If any party shall file or have filed against it any petition for bankruptcy relief or reorganization or any other action under the United States Bankruptcy Code, as now or hereafter amended, or any other state or federal insolvency law (which petition or action has not dismissed within 60 days of commencement), the other party shall have the right, exercisable at any time within 60 days after the filing of any such petition or action, to terminate this Agreement

as of any date within 120 days of the date such party notifies the other party of its election to terminate this Agreement. If such termination shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement without further liability of either party to the other, provided, however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

4.5 Assignability. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. Licensee shall have the right to assign or transfer its rights, benefits, duties or obligations under this Agreement with the prior written consent of Programmer, which shall not be unreasonably withheld, and provided that the assignee assumes in writing all of Licensee's obligations hereunder. Programmer shall have the right to assign this Agreement to any affiliate of Programmer or unaffiliated entity or party without the consent of Licensee provided that the assignee assumes all of Programmer's obligations hereunder.

ARTICLE 5 REGULATORY MATTERS

5.1 Renegotiation on FCC Action. If at any time during the term of this Agreement the FCC determines that this Agreement is inconsistent with Licensee's licensee obligations or is otherwise contrary to FCC policies, rules and regulations, or statutes, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by related agreements between the parties as of the date hereof and by this Agreement in its current terms. If, after such good faith negotiations, any party determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability on 180 days' prior written notice, provided that FCC consent for a wind-down period of such length is obtained. If termination shall occur pursuant to this paragraph, such termination shall extinguish and cancel this Agreement without further liability on the part of either party to the other; provided, however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

5.2 FCC Approvals. If a change in FCC policy or rules makes it necessary to obtain FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, the parties shall use their best efforts diligently to prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rule making comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Programmer and Licensee shall bear in equal measure the reasonable cost of preparation of any such documents, provided that each party has approved such expenditures. FCC filings under this paragraph must be reviewed and approved by both parties before submission of such filings.

ARTICLE 6 MISCELLANEOUS

6.1 Force Majeure. Notwithstanding anything contained in this Agreement to the

contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if such party is prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies beyond the control of such party or for which such party is not responsible. All provisions of this Agreement which have requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

6.2 Trademarks and Copyright. Licensee hereby grants Programmer a limited license to use for the exclusive promotion, operation and benefit of the Stations during the term of this Agreement, the trademarks, service marks, patents, trade names, jingles, slogans, logotypes and other intangible rights owned, used and/or held for use by Licensee in conjunction with the Stations.

6.3 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier, or sent by facsimile transmission or on the third day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested if available, as follows:

(a) If to Licensee or CMCG Puerto Rico, to:

CMCG Puerto Rico LLC
Attn: Charles Glover
4414 Tejon
Toledo, Ohio 43623
Facsimile Number: (419) 474-9113

with a copy to:

Pheils & Wisniewski
Attn: Marshall D. Wisniewski, Esq.
410 Louisiana Avenue
Perrysburg, Ohio 43551
Facsimile Number: (419) 874-0180

(b) If to Programmer, to:

Max Media of Puerto Rico LLC
Attn: A. Eugene Loving, Jr.
900 Laskin Road
Virginia Beach, Virginia 23451
Facsimile Number: (757) 437-0034

with a copy to:

Thomas R. Frantz, Esq.
Williams Mullen, A Professional Corporation
222 Central Park Avenue, Suite 1700
Virginia Beach, Virginia 23462
Facsimile Number: (757) 473-0395

(c) If to Parent, to:

Corporate Media Consultants Group II LLC
Attn: A. Eugene Loving, Jr.
900 Laskin Road
Virginia Beach, Virginia 23451
Facsimile Number: (757) 437-0034

with a copy to:

Thomas R. Frantz, Esq.
Williams Mullen, A Professional Corporation
222 Central Park Avenue, Suite 1700
Virginia Beach, Virginia 23462
Facsimile Number: (757) 473-0395

or to such other address as any party shall have designated by notice in writing to the other parties. Copies to counsel unaccompanied by notices to principals shall not constitute notice.

6.4 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

6.5 Confidentiality. Except as may be required by law or any governmental agency, no announcement to the press or to any third party (specifically including, without limitation, the personnel of the Stations) of the transactions contemplated herein shall be made before commencement of this Agreement by either party without the consent of the other party.

6.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal nor unenforceable.

6.7 Amendment of Agreement. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto.

6.8 Survival. All representations, warranties, covenants and agreements made herein by the parties hereto or in any certificate to be delivered hereunder or made in writing in connection

with the transactions contemplated herein shall survive the execution and delivery of this Agreement.

6.9 Payment of Expenses. Except as otherwise provided herein, the parties shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

6.10 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.

6.12 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

6.13 Dealings with Third Parties. Except as provided herein, no party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, making any contractually binding representations contractually binding such party.

6.14 Indemnification.

(a) In the event of claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees and costs, arising directly or indirectly out of the negligence or willful misconduct of the other party, its agents or employees in connection with the performance of this Agreement (including, without limitation, claims for defamation arising from acts outside of Programs or Licensee programming) or arising out of or resulting from any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained herein, each party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless and indemnify the other party. The indemnified party agrees not to settle any such claims without the consent of the indemnifying party, which consent shall not be unreasonably withheld.

(b) Programmer agrees to indemnify Licensee and hold Licensee, its officers, managers, members and employees harmless against any FCC-issued fines or forfeitures arising from or relating to any Programs broadcast on the Stations. Licensee agrees to contest any such fines or forfeitures, at Programmer's expense, in proceedings at the FCC or in any court to the extent desired by Programmer. Programmer further agrees to indemnify Licensee against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges brought by parties unrelated to and unaffiliated with Licensee to the extent that such challenges rely

solely on Programs. Programmer further agrees to vigorously support Licensee, including the filing of FCC pleadings in support of Licensee, in the event that any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges are brought by parties unrelated to and unaffiliated with Programmer or Licensee to the extent that such challenges concern the existence or operation of this Agreement.

(c) Programmer shall forever, to the fullest extent permitted by law, protect, save, defend and keep Licensee and its officers, managers, members and agents and each of them harmless and indemnify them from and against any and all loss, damage, liability or expense, including reasonable attorneys' fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against Licensee arising solely out of Programmer's Programming on the Stations, provided that Licensee gives Programmer prompt notice of any claim and shall cooperate in good faith with Programmer in attempts to resolve and settle any such claims. Licensee agrees not to settle any such claims without the consent of Programmer. The foregoing shall not apply to any Licensee programming.

6.15 Governing Law. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Virginia, without giving effect to the principles of conflict of laws.

6.16 Loyalty. The parties hereto, their officers, directors, managers, partners, joint venturers, subsidiaries, parent corporations, affiliates, successors or assigns, each in the personal and corporate capacities, will not directly or indirectly initiate, prosecute, or in any way knowingly aid in the initiation or prosecution of any challenge to the other party's FCC license(s), at any time during the term of this Agreement or any extension thereof, and for a period ending six months after the date for the filing of the first license renewal application by either party after this Agreement is terminated or otherwise ends.

IN WITNESS WHEREOF the parties hereto have executed this Time Brokerage Agreement as of the date first above written.

PROGRAMMER:

MAX MEDIA OF PUERTO RICO LLC,
a Virginia limited liability company

By: David Wilhelm
David Wilhelm, Vice President

PARENT:

CORPORATE MEDIA CONSULTANTS GROUP II LLC,
a Virginia limited liability company

By: Charles Glover
Charles Glover, Chairman CEO

CMCG PUERTO RICO:

CMCG PUERTO RICO LLC,
a Virginia limited liability company

By: Charles Glover
Charles Glover, Chairman CEO

LICENSEE:

CMCG PUERTO RICO LICENSE LLC,
a Virginia limited liability company

By: Corporate Media Consultants Group II LLC
Its Manager

By: Charles Glover
Charles Glover, Chairman CEO

Schedule A
to
Time Brokerage Agreement

Program Regulations and Restrictions

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and provision for broadcast of the Programs on the Stations:

- I. Ethnic and Racial Issues. All programming broadcast by Programmer under this Agreement shall avoid airing programming which may unreasonably exacerbate racial and/or ethnic tensions or otherwise give reasonably foreseeable, unnecessary and/or undue offense to any segment of the viewing audience.
- II. No Denominational Attacks. Programs will not be used as a medium for attack on any faith, denomination or sect or on any individual or organization.
- III. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages ("plugs") or undue references shall be made in programming presented over a Station to any business venture, profit-making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Programmer is directly or indirectly interested without the same having been approved in advance by such Station's General Manager and such broadcast being announced, logged and sponsored.
- IV. No Lotteries. Announcements giving any information about lotteries or games prohibited by law are prohibited.
- V. Election Procedures. Programmer will clear with each Station's General Manager the schedule of rates that Programmer will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and each Station's policies. In its sole discretion, a Station may require that Programmer grant access for the purchase of time to candidates for political office or their supporters. In the event that any candidates for political office or their supporters are entitled to purchase time in Programs, Programmer will provide such access as reasonably required in accordance with applicable law.
- VI. Required Announcements. Programmer will include (i) an announcement in a form satisfactory to Licensee at the beginning of each hour of programming to identify the applicable Station's call letters and (ii) any other announcements required by applicable law.

- VII. No Illegal Announcements. No announcement or promotions prohibited by law of any lottery or game will be made over the Stations. Any game, contest or promotion relating to, or to be presented over, a Station must be fully stated and explained to Licensee on request by it, which reserves the right, in its discretion to reject the game, contest or promotion.
- VIII. License Discretion Paramount. In accordance with a licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over a Station which is in conflict with such Station's policy or which, in Licensee's judgment, would not serve the public interest, subject to paragraph 3.4 of the Agreement.
- IX. Programming Prohibitions. Programmer will not include in Programs any of the following programs or announcements:
- A. False Claims. False or unwarranted claims for any product or service.
 - B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
 - C. Obscenity and Indecency. Any programs or announcements that (1) have a dominant theme that, taken as a whole, appeals to the prurient interest in sex, portray sexual conduct in a patently offensive way, and lack literary, artistic, political or scientific value or (2) describe, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs at times of the day when children are likely to be in the audience.
 - D. Unauthenticated Testimonials. Any testimonials which cannot be authenticated.
- X. Waiver. Licensee may waive any of the foregoing regulations and restrictions in specific instance if, in its opinion, good broadcasting in the public interest is served. In any case where questions of policy or interpretation of matters contained in this Schedule arise, Programmer shall submit the same to Licensee for decision before making any commitments in connection therewith.